

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GERALD LAFFAN, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

SANTANDER BANK, N.A., AMERICAN
MODERN INSURANCE GROUP, INC., and
ATLAS INSURANCE AGENCY, INC.,

Defendants.

CIVIL ACTION
NO. 13-4040

ORDER

AND NOW, this 11th day of June, 2014, after review of Defendants, American Modern Insurance Group, Inc., and Atlas Insurance Agency, Inc., Motion for Judgment on the Pleadings (Docket No. 48) and Memorandum of Law in support, Plaintiff's Response thereto, and Defendants' Reply, it is hereby **ORDERED** that Defendants' Motion is **DENIED**.¹

BY THE COURT:

/s/ Jeffrey L. Schmehl
Jeffrey L. Schmehl, J.

¹ In this action for recovery based upon Defendants alleged improper conduct in force-placing hazard insurance on Plaintiff's property at inflated prices, Defendants, AMIG and Atlas Insurance, claim that they are entitled to judgment as a matter of law. A thorough review of the pleadings in this matter reveals that Plaintiff's Complaint states viable claims against Defendants that cannot be resolved at this point in the proceedings. Therefore, Defendants' Motion for Judgment on the Pleadings is denied.